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**DECLARATION OF COVENANTS AND
 RESTRICTIONS FOR
 FAIRWAY BEND**

THIS DECLARATION, made this 8th day of June, 1988, by LEWIS & ASSOCIATES DEVELOPMENT CORP. (the "Developer"), a Florida corporation, which hereby declares that the real property described in Article II herein which is owned by Developer (hereinafter referred to as "Fairway Bend") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

I. DEFINITIONS

The following words, when used in the Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Association" shall mean and refer to FAIRWAY BEND HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto and made a part hereof as Exhibits A and B, respectively.

B. "Developer" shall mean and refer to LEWIS & ASSOCIATES DEVELOPMENT CORP., a Florida corporation, and its successors or assigns if any such successor or assign acquires the undeveloped portion of Fairway Bend from the Developer for the purpose of development and is designated as such by LEWIS & ASSOCIATES DEVELOPMENT CORP. Reference herein to LEWIS & ASSOCIATES DEVELOPMENT CORP. as the Developer of Fairway Bend is not intended, and shall not be construed, to impose upon said LEWIS & ASSOCIATES DEVELOPMENT CORP. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots within Fairway Bend from LEWIS & ASSOCIATES DEVELOPMENT CORP. and develop and resell the same.

C. "Fairway Bend" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in Section 1 of Article II hereinbelow.

D. "Lot" shall mean and refer to any lot or other parcel with any and all improvements thereon, in Fairway Bend platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed, whether or not one has been constructed.

E. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers (but not contract purchasers) and Developer.

F. "Common Area" shall mean and refer to all real and/or personal property which the Association and/or the Developer owns or in which the Association and/or the Developer has an interest (whether or not said real and/or personal property is within the boundaries of Fairway Bend), except Lots, including, without limitation, a right of use, for the common use and enjoyment of the members of the Association. The Common Areas shall include but not necessarily be limited to those areas which may be dedicated to the Association in a plat(s) of the Property.

II. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM.

Section 1. Legal Description. The real property of Fairway Bend which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally defined as:

All of Fairway Bend according to the Plat thereof, recorded in Plat Book 59 at Pages 166 and 167 of the Public Records of Palm Beach County, Florida.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property. In the event any residential unit in Fairway Bend is destroyed, if replaced, it shall be replaced with a unit of at least similar size and type, not exceeding the dimensions of the previous unit.

Section 3. Additional Land. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional lands or withdraw at any time or from time to time portions of the land hereinabove described, provided only that (a) any lands from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portion of it shall, at the time of addition to the scheme of this Declaration, be platted as single-family residential lots, (c) upon addition of any lands to the scheme of this Declaration, the owners of property therein shall be and become subject to this Declaration; including assessment by the Association for their prorata share of Association expenses, and (d) neither the addition or withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the members of the Association, materially increase the prorata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary Declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the joinder or consent of the Association or of any Owner and/or mortgagee of land in Fairway Bend.

III. PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Area which shall be appurtenant, and shall pass with the title to every Lot subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

B. All provisions of this Declaration, any plat of all or

any parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

D. Restrictions contained on any and all parts of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

Section 2. Ingress and Egress Rights. Each member of the Association, their guests and invitees shall have each and every right of ingress and egress held by the Association pursuant to and in accordance with the private ingress and egress rights set forth on, over and upon Tract "A" of the Plat of Fairway Bend according to the Plat thereof as recorded in Plat Book 59, Pages 166 and 167, of the Public Records of Palm Beach County, Florida.

IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have voting rights, as are set forth in the Articles of the Association.

V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within Fairway Bend hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the maximum rate permissible by law per annum and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the Lot(s) and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or by abandonment of the Owner's Lot.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Fairway Bend and in particular for the improvement and maintenance of the Common Area and of any easements or lands dedicated in favor of the Association, including but not limited to, the cost of taxes on the Common Area, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Uniform Rate of Assessment. All annual and special assessments shall be at a uniform rate for each Lot in Fairway Bend.

Section 4. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members of the Board of Directors of the Association.

Section 5. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any such assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, the amount of the assessment against each Lot, and other portions of the Property, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than ten (10) days after fixing the date of commencement thereof.

The Association shall, upon demand, at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment: The Lien, the Personal Obligation, Remedies of the Association. The lien of the Association shall be effective from and after recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the maximum rate permissible by law per annum, and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and

filing the complaint in such action, including reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action. The Board of the Association may, in its sole and absolute discretion, from time to time designate entities or persons holding first mortgages other than the entities set forth in Section 9 below to which the lien of the assessments shall be subordinate. No conveyance or transfer of interest in any Lot shall be valid unless all assessments due have been paid.

Section 8. Subordination to Lien of Mortgages. The lien of the assessments for which provision herein is made, as well as in any other article of this Declaration, shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the title for such Lot by a final judgment foreclosing the lien or deed in lieu of foreclosure of such mortgage; provided, however, any such Lot shall be liable, following such sale, for a prorata share of any unpaid assessments against such Lot accruing prior to such sale, in common with all other Lots. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a first mortgage shall be dispositive of any questions of subordination.

Section 9. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All of the Common Area as defined in Article I hereof;
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from said assessments, charges or liens.

Section 10. Developer's Exemption. Notwithstanding any provisions in any Article in the Declaration to the contrary, so long as the Developer is the owner of any Lot, the Developer shall not be liable for nor required to pay any assessments provided for in the Declaration on any Lot owned by the Developer; provided, the Developer funds any deficit in the operating expenses of the Association. Developer may, at any time, commence paying such assessments (less amounts designated as reserves) as to all lots that the Developer owns and commencing with such payments of assessments Developer shall automatically terminate Developer's obligation to fund deficits in the operating expenses of the Association.

Notwithstanding any other provision contained in this Declaration to the contrary, the Developer shall not be liable for nor required to pay any portion of any assessments for reserves for Lots owned by Developer so long as the Developer

offers such Lots for sale in the Developer's ordinary course of business.

VI. EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to the maintenance upon the Common Area, the Association will provide maintenance of all front yard areas up to either the face of the residence and/or the entry court wall on each Lot. Additionally, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, exterior structural repair and replacement, roof repair and replacement, gutters, downspouts, exterior building surfaces and interior court yard clean up and/or maintenance. Not less than ten (10) days written notice shall be given by the Association to the Owner of the Lot prior to any maintenance, repair or replacements authorized in this section is commenced. The written notice shall specify the maintenance, repair or replacement to be undertaken and advise the Owner that the Association will perform the maintenance, repair or replacement at the Owner's cost pursuant to Section 2 of this Article unless the Owner completes such maintenance, repair or replacement prior to the expiration of the ten (10) day notice period. However, in the event of an emergency, as determined by the Board of Directors, no such written notice shall be required prior to commencing any maintenance, repair or replacements authorized in this Section.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or the exterior or any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

VII. ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external

design and location in relation to surrounding structures and topography. It shall be the burden of each Owner to supply completed plans and specifications to the Association or Architectural Review Board thereof and no plan or specification shall be deemed approved unless a written approval is granted by the Association or Architectural Review Board thereof to the Owner submitting same. Any change or modification to approved plans shall not be deemed approved unless a submittal and written approval thereof is granted.

Section 2. Architectural Review Board. the architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of three (3) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one (1) Lot in Fairway Bend. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one (1) Lot in Fairway Bend, shall be appointed by, and serve at the pleasure of, the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

A. To require submission to the ARB of two (2) sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Fairway Bend and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

B. To adopt a schedule of reasonable fees for processing request for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 4. Submission of Plans and Specifications. All submissions with the approval rendered by the ARB and/or the Board of Directors of the Association must be submitted to the Country Club Maintenance Association, Inc., a Florida corporation not-for-profit, or the Architectural Review Board thereof. No improvement or structure may be commenced, installed or erected until all approvals have been received. In the event of dispute between the Association and said Country Club Maintenance Association, Inc., Country Club Maintenance Association, Inc.'s decision shall be dispositive. Approval by the ARB shall in no

manner guarantee compliance with any governmental code, ordinance and/or law and the Association shall incur no liability for such approval.

VIII. GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article VIII shall be applicable to all Lots situated within the Property.

Section 2. Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots and/or sales offices shall be permitted for the Developer until Developer has sold all lots owned by it. A Lot owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Lot Owner, or (ii) an officer, director, stockholder or employee of such corporation or (iii) a partner or employee of such partnership; or (iv) the fiduciary or beneficiary of such fiduciary; or (v) permitted occupants under lease or sublease of the Lot, as the case may be. Occupants of leased or subleased Lots must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee; or (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee; or (iii) a partner or employee of a partnership lessee or sublessee; or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one (1) family reside on a Lot at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children and grandchildren. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Lot by persons in addition to those set forth above. In no event shall any Lot be leased more than twice per calendar year and no lease shall be for a term of less than thirty (30) days.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building, except with the prior written consent of the Architectural Review Board of the Association, and such consent may be withheld if in the sole discretion of the party denying same, it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of the Architectural Review Board and the prior written consent of the Owner of the immediately adjoining residences.

Section 4. Building Location. Buildings shall be located in conformance with the Zoning Code of the City of Boca Raton, Florida, and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Easements. Easements for drainage, installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat and/or other instruments which may be recorded in the Public Records of Palm Beach County, Florida, of the Property. Within these easements no structure or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Property and

the Association and their successors and assigns shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas is hereby created, under and through the utility easements as shown on the plat and under and through such portions of each Lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights of way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

A perpetual, exclusive three foot wide easement is created for and granted to a) the Owner of each Lot on which a residence is constructed on, along and parallel with the entire side lot line of the adjoining Lot along which the residence on the Lot benefitted by this easement is constructed, and b) the Owner of any Lot abutting a Landscape Open Spaces (L.O.S.) as set forth on the plat of Fairway Bend, as set forth in Article II, Section 1 above, on, along and parallel with all lines of said Landscape Open Spaces (L.O.S.) abutting a Lot line along which a residence is constructed. This three foot wide easement shall be for the exclusive purpose of: (i) any roof overhang, gutter or downspout encroachments of the residence constructed on the Lot benefitted by the easement onto the Lot encumbered by the easement, (ii) drainage for rain water from the roof or for any drainage scupper in any atrium wall of any residence or any drainage scupper in any privacy wall constructed on the Lot benefitted by the easement onto the Lot encumbered by the easement, (iii) maintaining the aforesaid roof and gutters and maintenance of all structures, specifically including exterior walls of the aforesaid residence and all fences. This easement shall be an appurtenance to the ownership of each Lot benefitted by the easement and shall automatically be conveyed and transferred to each successor Owner upon the conveyance of title to the Lot benefitted by the easement to each successor Owner.

Each Owner of a Lot encumbered by the aforesaid three foot wide easement is hereby granted a perpetual exclusive easement to locate and maintain a block, privacy wall on the Lot, as constructed by the Developer, as such block, privacy wall may encroach upon the aforesaid three foot wide easement on said Lot. This perpetual exclusive easement to locate and maintain the block, privacy wall shall be appurtenant to the ownership of each Lot and shall automatically be conveyed and transferred to each successor Owner upon the conveyance of title to the Lot upon which the block, privacy wall is constructed to each successor Owner. All costs for repairs to or maintenance or removal of the block, privacy wall shall be the expense and obligation of the Owner of the Lot on which said wall is constructed. However, if the Owner of the Lot benefitting from the aforesaid three foot wide easement in any way damages the block, privacy wall during the exercise of the rights held pursuant to the three foot wide easement, all costs to repair such damage shall be the expense and obligation of the Owner causing the damage. All such block privacy walls shall, at all times, be maintained as constructed by the Developer so as not to interfere with the drainage pattern for the Lot on which the block, privacy wall is constructed.

Section 6. Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done

thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently. No gas tank, gas container, or gas cylinder (except gas tanks, gas containers or gas cylinders as placed by the Developer in connection with the installation of swimming pools, fireplaces and/or barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all gas tanks, gas containers and gas cylinders (except gas tanks, gas containers or gas cylinders as placed by the Developer in connection with the installation of swimming pools, fireplaces and/or barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the Architectural Review Board.

Section 8. Oil and Mining Operations. No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property.

Section 9. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets may be kept, subject to approval in writing from the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within the Property except in locations designated by the Association in its rules and regulations.

Section 10. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 11. Screening. Screening of pools and outside screening shall be allowed on plans approved by the ARB. This approval may be withheld for any reason whatsoever, within the sole discretion of the ARB.

Section 12. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed by Developer in accordance with the provisions of this Declaration of Covenants and Restrictions. Prior approval by the Architectural Review Board shall be necessary before any such paint, coating, stain or color is changed. The landscaping, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with said Declaration of Covenants and Restrictions as originally installed by developer, unless the prior approval for any substantial change is obtained from the Architectural Review Board.

Section 13. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, automobiles used in business displaying commercial signage on their exterior, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved constructions on said Lot, and except that they may be stored within garages or behind patio

walls if not visible from the streets. The parking prohibition set forth in this Section shall not apply to the temporary parking of trucks and commercial vehicles for pick up or delivery service, and other commercial services. No vehicular repair or maintenance shall be performed on any Lot or Common area visible to any other Owners.

Section 14. Fences. No fence, wall or other structure shall be erected in the front yard, back yard or side yard setback areas, except as originally installed by Developer or its assignee, and except as approved in advance in writing by the Architectural Review Board as above provided.

Section 15. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in sanitary containers concealed from public view by a walled-in area; provided however, that the requirements from time to time of the City of Boca Raton, Florida for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 16. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot. Drying areas will be permitted only in locations approved by the Architectural Review Board and only when protected from view by screening or fencing approved by the Architectural Review Board.

Section 17. Antennae. No aerial, antenna or satellite dishes shall be erected or maintained on or about the exterior of any residence on any Lot.

Section 18. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and prohibited activity. In the event of a dispute or question as to what may be or may become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 19. Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

The exclusive sales agent for the Developer of a single-family home residence on any Lot(s) may place one (1) professional sign advertising the property for sale.

Owners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five (5) square feet, may be displayed during any time the Owner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

Section 20. Lighting. No lighting shall be permitted which alters the residential character of Fairway Bend. No lighting of tennis courts or outdoor activity areas shall be permitted, except as originally designed and installed by Developer.

Section 21. Miscellaneous. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush, refuse piles, debris or other unsightly

growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. The cost of such upkeep performed by the Association shall be assessed against the Lot or Lots upon which such upkeep is performed or in the opinion of the Board of Directors of the Association, benefitting from same. Such upkeep costs shall not be considered a part of the annual or special assessments. During construction of a dwelling or other improvement, each Owner will be required to maintain his lot in a clean condition, providing for trash and rubbish receptacles and disposal of construction debris. Construction debris shall not be permitted to remain upon any Lot.

Section 22. Landscape and Buffer Areas. Those certain areas designated on the Plat of the Property as Landscape Open Spaces (L.O.S.) and Landscape Buffers shall be used for landscape and buffer purposes only except as otherwise provided in Article VIII, Section 5 and in Section 25 of this Article. No hard improvements, including planters, walkways or other devices shall be permitted to be erected thereon, except as originally designed and installed by the Developer. This area shall be maintained by the Association at the Association's expense.

Section 23. Access Tract. That area designated on the Plat of the Property as Tract "A" shall be used for access, ingress and egress purposes only. This area shall be paved to provide for vehicular traffic. Except for the paving, no hard improvements, including planters, walkways or other devices shall be permitted to be erected thereon, except as originally designed and installed by the Developer. Tract "A" shall be maintained by the Association at the Association's expense.

Section 24. General. All courtyards shall be maintained in a neat and well kept condition by the Owners. All exterior surfaces of residences on the Lots, including but not limited to, walls, roofs and windows, shall be maintained by the Owners in a neat, clean and well kept condition. Should an Owner repaint the exterior surface of his residence, the owner shall use a color and quality of paint similar to that originally applied by the Developer, or one approved in advance, in writing, by the Association or ARB. Trash, garbage or other waste shall be kept in sanitary containers and all equipment for storage or disposal of such materials shall be kept in enclosed areas except on the day of collection.

Section 25. Working Capital Fund. Developer shall establish a Working Capital Fund (Fund) for the initial months of operation of the Association, which shall be collected by the Developer from the first Lot Owner (other than the Developer) at the time of conveyance of each Lot to such Owner (other than the Developer) in an amount equal to two (2) months of the annual assessment for each Lot. Each Lot's share of the Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot between the Developer and the first Lot Owner (other than the Developer) and maintained in a segregated account for the use and benefit of the Association. Amounts paid in the Fund shall not be considered as advance payment of regular annual or special assessments.

The Fund shall only be expended to meet unexpected, unforeseen or emergency expenditures for the Association or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors of the Association. Such expenditures shall be used only for the purposes set forth in Article V, Section 2 of this Declaration. The Board of Directors is authorized to expend any or all of the Fund. In the event monies remain in the Fund at the time the Developer no longer appoints all of the directors to the Board of Directors of the Association, the Board of Directors is authorized to expend the money in the Fund consistent with Article V, Section 2 of the

Declaration or to equally credit all then current Owners for the monies remaining in the Fund against annual assessments until the Fund is exhausted.

Section 26. Bicycle Path. A bicycle path shall be constructed and maintained on the Landscape Buffer as set forth on the Plat of the Property adjacent to Willow Springs Drive. The bicycle path shall be maintained by the Association, as constructed by the Developer, at the Association's expense.

Section 27. Developer Exclusion. The provisions of this Article VIII (except Section 5 of this Article) shall not apply to nor be enforced against Developer so long as Developer owns at least one Lot in Fairway Bend.

IX. OWNERSHIP IN BROKEN SOUND

Section 1. Ownership in Broken Sound. By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Declarations of Maintenance Covenants dated September 19, 1985, and filed in Official Records Book 4659, Page 1117, of the Public Records of Palm Beach County, Florida and any amendments or supplements thereto. Among other things, the aforesaid Declaration provides that an Owner shall become a member of the Country Club Maintenance Association, Inc.; shall acquire certain property rights to common areas within Broken Sound; and shall become subject to the assessments of the Country Club Maintenance Association, Inc.

Section 2. Membership in Country Club Maintenance Association, Inc. In accordance with the provisions of the Articles of Incorporation of Country Club Maintenance Association, Inc., all Owners shall be members in that Association. As provided for in the Country Club Maintenance Association, Inc. documents, a representative of Fairway Bend Homeowners' Association, Inc. shall vote all votes of such Association as may be required by Country Club Maintenance Association, Inc.

Section 3. Notice to Country Club Maintenance Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to Country Club Maintenance Association, Inc.

Section 4. Maintenance and Conveyance. The Association may, at any time and from time to time, convey any property which it owns, or any interest which it may own in any property, including without limitation, any easement, to Country Club Maintenance Association, Inc., or to any other similar association or entity in which all Owners of Lots in Broken Sound are entitled to membership and which has the power and authority to levy maintenance assessments against all Lots and the Owners thereof in Broken Sound; provided that any such conveyance shall include an assignment to Country Club maintenance Association, Inc., or such other association or entity, of all responsibilities which the Association may then have to maintain the Property or interest conveyed; and provided further that Country Club Maintenance Association, Inc., or such other association or entity, shall covenant and agree, as consideration for such conveyance, to assume and fully perform any and all such maintenance responsibilities.

Section 5. Assessments. All assessments due and owing Country Club Maintenance Association, Inc. shall be charged through the Fairway Bend Homeowners' Association, Inc. However, failure of any Owner in Fairway Bend Homeowners' Association, Inc. to make payments when due to Country Club Maintenance

Association, Inc. shall not divest Fairway Bend Homeowners' Association, Inc. of any lien rights against such Owner's Lot.

Section 6. Broken Sound. For purposes of this Article, "Broken Sound" shall mean the real property governed and encumbered by the Declaration of Maintenance Covenants recorded in Official Records Book 4659 at Page 1117 of the Public Records of Palm Beach County, Florida and any amendments or supplements thereto.

X. GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded in the Public Records of Palm Beach County, Florida, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the then Owners holding not less than two-thirds (2/3) of the voting interest of the membership has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer, the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Lot, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the Public Records of Palm Beach County, Florida, at the time of such mailing.

Section 3. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of any instrument executed by the President and Secretary of the Association upon approval by Owners holding not less than two-thirds (2/3) of the voting interest of the membership, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration, or amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent.

Notwithstanding the foregoing paragraph in this Section 4, this Declaration may be amended at any time and from time to time without the consent or approval of the Association, the Owners other than the Developer, or the holder of any mortgage on any Lot, upon the execution and recordation of an instrument executed by the Developer so long as the Developer owns at least one Lot.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. this Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

Section 7. Dissolution. In the event the Association is dissolved or fails to maintain any of the Property subject to this Declaration, Country Club Maintenance Association, Inc. shall have the right and obligation to enter upon the Property, enforce any and all provisions of this Declaration and assess each Owner of a Lot, as may be applicable, for the costs of maintenance and/or enforcement, Country Club Maintenance Association, Inc., being construed as the successor in interest of the Association. Distribution of lands shall be in accordance with Article XVI of the Articles of the Association.

Section 8. Developer's Rights Assignable. Lewis & Associates Development Corp., a Florida corporation, as the Developer under this Declaration may freely, fully or partially, assign and transfer to any other party its interests, rights, obligations, privileges, duties and responsibilities as Developer under this Declaration.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

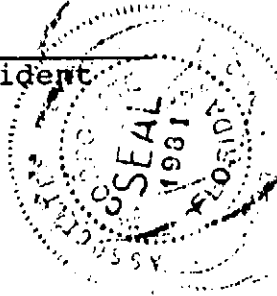
WITNESSES:

[Signature]
[Signature]

LEWIS & ASSOCIATES DEVELOPMENT CORP. a Florida corporation

By: [Signature]
Ronald C. Lewis, President

(Corporate Seal)



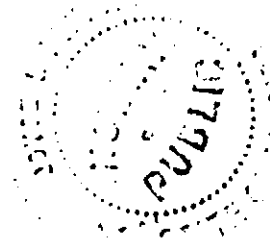
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before this 8th day of June, 1988, by RONALD C. LEWIS as President of LEWIS & ASSOCIATES DEVELOPMENT CORP., a Florida corporation, on behalf of said corporation

[Signature]
Notary Public
State of Florida at Large

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 6, 1991
BONDED THRU GENERAL INS. UND.



S1/FB.DEC/sfh

CONSENT AND JOINDER OF
AMERIFIRST BANK, A FEDERAL SAVINGS BANK
(Formerly known as Amerifirst Federal Savings
and Loan Association)

AMERIFIRST BANK, a Federal Savings Bank (formerly known as Amerifirst Federal Savings and Loan Association), as the owner and holder of the following Loan Documents:

- a) Mortgage dated January 25, 1988 and filed of record in Official Records Book 5555 at Page 550;
- b) Collateral Assignment of Leases, Rents and Profits dated January 25, 1988 and filed of record in Official Records Book 5555 at Page 557;

both of the foregoing instruments being recorded in the Public Records of Palm Beach County, Florida (hereinafter the "Loan Documents")

hereby consents to and joins in the Declaration of Covenants and Restrictions For Fairway Bend to which this Consent and Joinder is attached and further agrees that the Loan Documents shall be subject to said Declaration of Covenants and Restrictions For Fairway Bend.

IN WITNESS WHEREOF, AMERIFIRST BANK has caused this Consent and Joinder to be executed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized this 20th day of June, 1988.

WITNESSES:

Eduardo Rodriguez
Michelle Buttrick

AMERIFIRST BANK, a Federal Savings Bank

By: Melinda M. Hall
Vice President
Attest: Maria Ali
Assistant Secretary

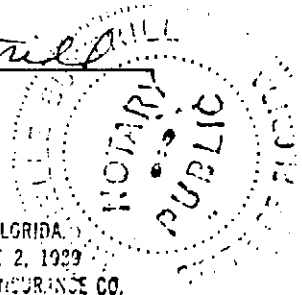
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 20th day of June, 1988 by Melinda M. Hall, and Maria Ali, the Vice President and Assistant Secretary, respectively, of AMERIFIRST BANK, a Federal Savings Bank, on behalf of said corporation.

Michelle Buttrick
Notary Public

My Commission Expires:



S1/FB.CON/sfh

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 2, 1989
BONDED THRU FIDELITY & DEPOSIT INSURANCE CO.

APPROVAL AND CONSENT OF ARVIDA/JMB PARTNERS

ARVIDA/JMB PARTNERS, a Florida General Partnership, hereby approves the foregoing Declaration of Covenants and Restrictions For Fairway Bend to which this Approval is attached, including the Articles of Incorporation and By-Laws of Fairway Bend Homeowners' Association, Inc., a Florida corporation not-for-profit and further consents to the recording of said Declaration in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, ARVIDA/JMB PARTNERS has caused this Approval to be executed this 13th day of June, 1988.

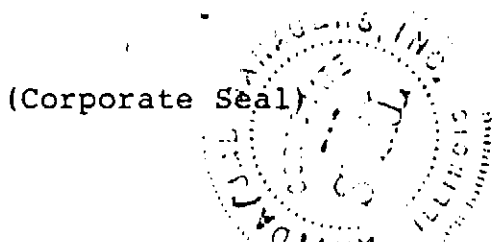
ARVIDA/JMB PARTNERS, a Florida General Partnership

WITNESSES:

By: ARVIDA/JMB MANAGERS, INC.,
an Illinois corporation,
as General Partner

Debra Williams
Yolanda Limbuquena

By: Jeri Poller
Jeri Poller
Vice President



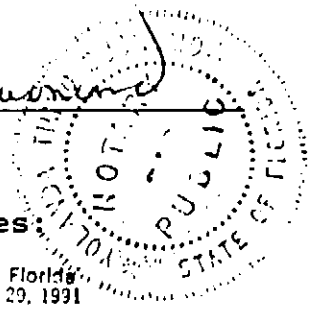
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of June, 1988, by JERI POLLER, the Vice President of ARVIDA/JMB MANAGERS, INC., an Illinois corporation, as General Partner on behalf of ARVIDA/JMB PARTNERS, a Florida General Partnership.

Yolanda Limbuquena
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Mar. 29, 1991
Bonded by Western Surety Company



S1/FB.APP/sfh